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ity of such signer is a question for the jury. *Rey* v. *Simpson,* 22 How. 341; *Good* v. *Martin,* 95 U. S. (5 Otto) 90; *Patch* v. *Washburn,* 82 Mass. 82; *Cadwallader* v. *Hirshfeld,* 62 N. J. L. 747. The courts of Texas, Louisiana and Arkansas have held that such third party is presumably surety or guarantor. *Cook* v. *Southwick,* 9 Tex. 615; *Syme* v. *Brown,* 19 La. Ann. 147; *Killian* v. *Ashley,* 24 Ark. 511. The rule in New York was that such party is a first indorser. *Moore* v. *Cross,* 19 N. Y. 227. The same rule existed in Wisconsin. *Blakeslee* v. *Hewitt,* 76 Wis. 341, 44 N. W. 1105. In many jurisdictions such signer was held as a second indorser. *Arnot* v. *Symonds,* 85 Pa. St. 99; *De Pauw* v. *Bank of Salem,* 126 Ind. 553; *Jennings* v. *Thomas,* 13 Miss. 617. The Negotiable Instruments Law, now uniform in 34 states and territories, provides for this point as follows: "Where a person, not otherwise a party to an instrument, places thereon his signature in blank before delivery, he is liable as indorser * * *." Unfortunately the Negotiable Instruments law has not been adopted in Vermont, which accounts for the decision in the principal case.

BILLS AND NOTES — NEGOTIABILITY — LAW GOVERNING.— A corporation's promissory note, written and dated in Arizona, was there signed by the president of the corporation, it was then signed in blank on the back thereof by the defendants in California. It was then sent by the indorsers by mail to some place in the state of Kentucky, and there attested by the secretary of the corporation maker. From Kentucky it was mailed to the plaintiff bank in Arizona, at which place it was made payable. *Held,* the note became an Arizona contract, as affecting the question whether it was negotiable. *Navajo County Bank* v. *Dolson et al.* (Cal. 1912) 126 Pac. 153.

The question whether a note is negotiable in form is to be decided by the law of the state where the note is made and payable, not that of where it is written, signed and dated. 1 DANIEL, NEG. INST. §.865; *Connor* v. *Donnell,* 55 Tex. 167; *Freese* v. *Brownell,* 35 N. J. L. 285; *Gay* v. *Rainey,* 89 Ill. 221. The law of the jurisdiction where the action is brought has no bearing on the question of negotiability. *Cope* v. *Daniel,* 39 Ky. (9 Dana) 415; *Warren* v. *Copelin,* 4 Metc. (Mass) 594; *Clark* v. *Woolen M'fg. Co.,* 15 Wend. 256. In an action by an indorsee of a note made in a state other than that in which the action is instituted, it must be alleged and proved that by the laws of such state the note was negotiable, and that it was indorsed to plaintiff. *Rutledge* v. *Read,* 3 N. C. (2 Hayw) 428. The negotiability of a note executed in a foreign state will be determined according to the common law, where the statutes of such state relating thereto are not pleaded. *Holmes* v. *Bank of Ft. Gaines,* 120 Ala. 493. In this respect the states of the Union are foreign to each other. 1 DANIEL, NEG. INST. § 863. Although the interpretation of a negotiable instrument is determined by the lex loci contractus, the remedy is governed by the place where the suit is instituted. *Corbin* v. *Planter's Nat. Bank,* 87 Va. 661.

BOUNDARIES—STREET—LAND MADE BY CHANGE IN STREET. Plaintiff had platted certain ground outside the city of L. and sold lots by warranty deeds, describing the lots as fronting and abutting on the M. road, an established